

TRICO ELECTRIC
COOPERATIVE, INC.

Rules, Regulations and Line Extension
Policies

Approved by Arizona Corporation Commission
July 1, 1992 — Docket #U-1461-91-254
Effective Date: August 1, 1999

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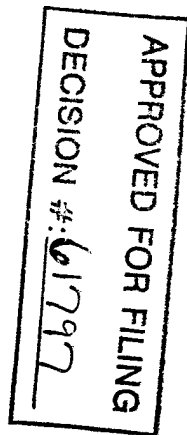
PREFACE

Trico Electric Cooperative shall render electric service under these approved Rules and Regulations and extend its lines pursuant to this Line Extension Policy. Trico is committed to serve its Consumers at rates that are approved by the Arizona Corporation Commission.

Upon the effective date of these Rules and Regulations and Line Extension Policies, all previously approved Rules and Regulations and Line Extension Policies are hereby cancelled and revoked.

These Rules and Regulations and this Line Extension Policies shall apply in all cases except as modified by terms and conditions of rates or contracts approved by the Arizona Corporation Commission.

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DEFINITIONS

1. ABBREVIATIONS: Certain references, organizations and regulatory agencies have been abbreviated to acronyms throughout as a matter of convenience.

ACC — Arizona Corporation Commission

NEC -- National Electrical Code

NESC — National Electrical Safety Code

REA — Rural Electrification Administration

NRWCFC (CFC) or CFC — National Rural Utilities Cooperative Finance Corporation
2. ADVANCE IN AID OF CONSTRUCTION: Funds provided to the Cooperative by the applicant under the terms of a line extension agreement the value of which may be refundable.
3. AGREEMENT: Synonymous with "Contract" as used herein.
4. APPLICANT: Any person, firm, corporation or governmental body applying for electric service from the Cooperative at one specific location.
5. ARIZONA CORPORATION COMMISSION: The regulatory authority of the State of Arizona having jurisdiction over Trico Electric Cooperative, Inc.
6. BILLING MONTH: The period between any two regular readings of the Cooperative's meters at approximately thirty (30) day intervals.
7. BILLING PERIOD: The time interval between two consecutive meter readings that are taken for billing purposes.
8. CONNECTED LOAD: Total of the name plate ratings or measured load of the electrical equipment connected to the electrical installation or system.
9. CONSUMER: Any person, firm or corporation, organization, governmental body or any metered installation receiving electric service from the Cooperative.
10. CONSUMER CHARGE: The amount the Consumers must pay the Cooperative for the availability of electric service, excluding any electricity used, as specified in the Cooperative's tariffs.

11. CONSUMER'S SERVICE ENTRANCE: In general all conductors, devices, apparatus, and hardware on the Consumer's side of the point of delivery, except the Cooperative's meter installation.
12. CONTRIBUTION IN AID OF CONSTRUCTION: Funds provided to the Cooperative by the applicant under the terms of a line extension agreement and/or service connection tariff, none of which is refundable.
13. COOPERATIVE: Trico Electric Cooperative, Inc.
14. COOPERATIVE EQUIPMENT: The service lines, meter installations, structures, devices, apparatus, hardware and other facilities installed by or on behalf of, and/or owned by, the Cooperative and other transmission and distribution facilities of the Cooperative's system.
15. DAY: Calendar day.
16. DEMAND: The rate at which power is delivered during any specified period of time. Demand may be expressed in kilowatts, kilovolt-amperes, or other suitable units. The period of time, unless otherwise specified in the rate schedule or contract or otherwise provided for, will be fifteen (15) minutes.
17. DEPOSITS: As the word is used in Sections 124 through 131, it shall be deemed to mean deposits made by Consumers as a guaranty of the payment of the bills for electric service rendered by the Cooperative.
18. DEVELOPER: Any person, firm, corporation, organization or governmental body funding and/or developing lots or parcels of land for use, sale or lease, improved or unimproved with real property improvements on such lots or parcels.
19. DISTRIBUTION LINES: Any of the Cooperative's lines operated at distribution voltage.
20. EFFECTIVE DATE: The effective date of these Rules and Regulations and Line Extension Policy shall be the date that the same are approved by the ACC.
21. ELECTRICAL SERVICE: The availability of electric energy, metered or otherwise, available to the Consumer within established standards of voltage and frequency to the point of delivery.
22. ENERGY: Electrical energy, the usage of which is measured in kilowatt hours (kWh).
23. HANDICAPPED: A person with a physical or mental condition which substantially contributes to the person's inability to manage his or her own resources, carry out activities of daily living or protect oneself from neglect or hazardous situations without assistance from others.

24. ILLNESS: A medical ailment or sickness for which a residential Consumer obtains a verifiable document from a licensed medical physician stating the nature of the illness and that discontinuance of service would be especially dangerous to the Consumer's health.
25. INABILITY TO PAY: Circumstances where a residential Consumer:
 - A. Is not gainfully employed and unable to pay, or
 - B. Qualifies for government welfare assistance, but has not begun to receive assistance on the date that he receives his bill and can obtain verification of that fact from the government welfare assistance agency.
 - C. Has an annual income below the published federal poverty level and can produce evidence of this, and
 - D. Signs a declaration verifying that the Consumer meets one of the above criteria and is either elderly, handicapped, or suffers from illness.
26. INTERRUPTIBLE ELECTRIC SERVICE: Electric service that is subject to interruption as specified in the Cooperative's tariff.
27. KILOWATT (kW): A unit of power equal to 1,000 watts.
28. KILOWATT HOUR (kWh): The amount of energy delivered in one hour, when delivery is at a constant rate of one kilowatt.
29. LINE EXTENSION: The lines and equipment necessary to extend the electric distribution system of the Cooperative to provide service to one or more additional Consumers.
30. MASTER METER: A meter for measuring or recording the flow of electricity that has passed through it at a single location where said electricity is distributed to tenants or occupants for their individual usage.
31. MEMBER: Any Member of the public, including person, firm, association, corporation and bodies politic or subdivision thereof, who has qualified for Membership as provided for in the By-Laws of the Cooperative.
32. METER: The instrument for measuring and indicating or recording the flow of electricity that has passed through it.
33. METER INSTALLATION: The meter(s) and auxiliary devices and hardware, if any, constituting the Cooperative's equipment needed to measure energy use and/or billing demand supplied to the Consumer's service entrance.
34. METER TAMPERING: A situation where a meter has been illegally

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altered. Common examples are meter bypassing, use of magnets to slow the meter recording, and broken meter seals.

35. MINIMUM CHARGE: The amount the Consumer must pay for the availability of electric service, including an amount of usage, as specified in the Cooperative's tariffs.
36. PERMANENT CONSUMER: A Consumer who is a tenant or owner or a service location who applied for and received permanent electric service.
37. PERMANENT SERVICE: Service which, in the opinion of the Cooperative, is of a permanent and established character. The use of electricity may be continuous, intermittent, or seasonal in nature.
38. PERSON: Any individual, partnership, corporation, governmental agency, or other organization operating as a single entity.
39. POINT OF DELIVERY: Where the Cooperative terminates its electric service conductor at the line side of the meter, unless otherwise agreed upon in a written contract or agreement.
40. POWER: The rate of generating, transferring and/or using electric energy, usually expressed in kilowatts.
41. PREMISES: All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided by public streets, alleys or railways.
42. PROPER NOTICE: Unless specified otherwise, a written message delivered by first class mail or in person by one party to the other at the recipient's last known address, the period of notice commencing from the date of personal delivery or mailing.
43. REGULAR HOURS: The hours 8:00 a.m. to 4:30 p.m. Monday through Friday shall be considered regular hours except for Cooperative holidays. However, service hours may be worked at hours different from those listed as regular hours.
44. RESIDENTIAL USE: Service to Consumers using electricity for domestic purposes such as space heating, air conditioning, water heating, cooking, clothes drying, and other residential uses and includes use in apartment buildings, mobile home parks, and other multiunit residential buildings.
45. RULES: These Rules and Regulations and Line Extension Policies.
46. SERVICE AREA: The territory in which the Cooperative has been granted a certificate of convenience and necessity and is authorized by the Commission to provide electric service.

47. SERVICE AVAILABILITY CHARGE: A charge for the purpose of maintaining adequate revenue to cover the operating costs of an extension of line beyond the free footage.
48. SERVICE CONNECTION/DISCONNECTION: The attachment/detachment of electric service at the point of delivery and/or installation removal of meter(s) by Cooperative personnel, including operation of Consumer owned main disconnect devices, if appropriate for safety reasons.
49. SERVICE ESTABLISHMENT: The establishment of electric service to the Consumer when the Consumer's facilities are ready and acceptable to the Cooperative and the Cooperative needs only to install or read a meter to turn the service on.
50. SERVICE LINE: The line extending from a distribution line or transformer to the Consumer's premises or point of delivery.
51. SERVICE RECONNECT CHARGE: The charge as specified in the Cooperative's tariffs which must be paid by the Consumer prior to reestablishment of electric service each time the electricity is disconnected for nonpayment or whenever service is discontinued for failure otherwise to comply with the Cooperative's tariffs, or these rules.
52. SERVICE REESTABLISHMENT CHARGE: A charge as specified in the Cooperative's tariffs for service at the same location where service disconnection was made for the same Consumer.
53. SINGLE FAMILY DWELLING: A house, an apartment, a mobile home permanently affixed to a lot, or any other permanent residential unit which is used as a permanent home.
54. TARIFFS: The documents filed with the Commission which list the services and products offered by the Cooperative and which set forth the terms and conditions and a schedule of the rates and charges, for those services and products.
55. TEMPORARY SERVICE: Service to premises or enterprises which are temporary in character, or where it is known in advance that the service will be of limited duration. Service which, in the opinion of the Cooperative, is for operations of a speculative character is also considered temporary service.
56. TERRITORIAL EXTENT: These Rules and Regulations and Line Extension Policies will be effective and apply throughout the service area of the Cooperative under its certificate of public convenience and necessity and all amendments thereof by an order or orders of the ACC or by judgment of the courts of Arizona, or by the specific orders of approved

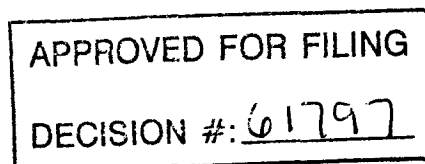
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rates schedules of the ACC in which event such modifications shall govern where applicable.

57. **THIRD PARTY NOTIFICATION:** A notice sent to an individual or a public entity willing to receive notification of the pending discontinuance of service of a Consumer of record in order to make arrangements on behalf of said Consumer satisfactory to the Cooperative.
58. **TRICO:** Trico Electric Cooperative, Inc.
59. **WEATHER ESPECIALLY DANGEROUS TO HEALTH:** That period of time commencing with the scheduled termination date when the local weather forecast, as predicted by the National Oceanographic and Administration Service, indicates that the temperature will not exceed 32 degrees Fahrenheit for the next day's forecast. The Commission may determine that other weather conditions are especially dangerous to health as the need arises.



PART 1. APPLICATION FOR ELECTRIC SERVICE

101. APPLYING FOR ELECTRIC SERVICE

Trico may require a new applicant for service to appear at Trico's offices \$5100 W. Ina Rd., Tucson, Arizona, to produce proof of identity and sign the appropriate application form or contract before service is supplied by Trico.

102. APPLICATION FORM

The application for service form may require but not necessarily be limited to the following information:

- A. Name or names of applicant(s).
- B. Service address or location and telephone number.
- C. Billing address/telephone number if different than service address.
- D. Address where service was previously provided.
- E. Date applicant will be ready for service.
- F. Statement as to whether premises have been previously supplied with electric service, and if so, date service was discontinued and the reason therefore.
- G. Purpose for which service is used.
- H. Statement as to whether applicant is owner, tenant or agent for the premises.
- I. Information concerning the energy and demand requirements of the Consumer.
- J. Type and kind of life support equipment used, if any, or to be used by the Consumer in the future.

In the absence of a signed application or contract for service, the supplying of electric service by the Cooperative and the acceptance thereof by the Consumer shall be deemed to constitute an agreement by and between the Cooperative and Consumer for furnishing and receiving electric service under the Cooperative's applicable rates, minimums and provisions for making electric service available.

103. DOUBTFUL PERMANENCY

When in the Cooperative's opinion the permanent nature of the Consumer's requirement for electric service is doubtful, the Consumer shall be required to enter into a contract with the

Cooperative and shall advance the entire cost of construction, including the transformers and associated structures. The contract shall include provisions for refund upon proof of permanency to the satisfaction of the Cooperative.

104. EXTENSION OF LINE REQUIRED

When an extension of the Cooperative's electric lines is requested, over and above the free footage allowances, the Cooperative shall advise the applicant(s) of the provisions of the line extension policies. Section 200-221 including the costs associated with the proposed line extension and the method of refunding advanced-in-aid-of-construction funds. Under certain conditions when the anticipated revenue from the proposed line extension does not justify the cost of the proposed extension, a non-refundable contribution-in-aid-of-construction may be required in lieu of the advanced-in-aid-of-construction.

Provisions of the line extension policy are limited to the Cooperative's standard distribution voltages up to 14.4/24.9 KV, loads up to 300KVA, and construction limited to the Cooperative's construction standards.

105. SERVICE BEYOND SCOPE OF LINE EXTENSION POLICY

When the service requested is different from the standard conditions as noted in Section 104 and elsewhere in this policy, service may be extended to the applicant(s) under a separate contractual agreement which shall be filed with the Arizona Corporation Commission.

106. CONDITION FOR SUPPLYING SERVICE

The Cooperative reserves the right to determine the conditions under which an extension will be made. Conditions for service and extending service to the Consumer will be based upon the following:

- A. Consumer has wired his premises in accordance with the NEC, City, County and/or State codes, whichever are applicable.
- B. Consumer has installed the meter loop in a suitable location.
- C. In the case of a mobile home the meter loop shall be attached to a meter pole or to some approved support.
- D. In case of temporary construction service, the meter loop shall be attached to some approved support.
- E. All such installations shall be in accordance with the Cooperative's specifications and located at an outdoor location accessible to the Cooperative.

F. Individual Consumers may be required to have their property corner pins and/or marker; installed to establish proper rights-of-way locations.

G. Developers shall have all property corner pins and/or markers installed necessary to establish proper locations to supply electric service to individual lots within subdivisions.

107. IDENTIFICATION OF LOAD AND PREMISES

The electric load and premises to be served by the Cooperative shall be clearly identified by the Consumer at the time of application. If the service address is not recognized in terms of commonly used identification system, the Consumer may be required to provide specific written directions and/or legal descriptions before the Cooperative shall be required to act upon a request for electric service.

108. IDENTIFICATION OF RESPONSIBLE PARTY

The identity of the party(ies) responsible for accounts in the name of any Consumer other than a natural person shall be established in a manner acceptable to the Cooperative. Any person applying for service to be connected in the name of or in care of another Consumer shall furnish to the Cooperative written approval from that Consumer guaranteeing payment of all bills under the account. Application for service by a minor shall be subject to written assurance of a party responsible for such service as required by the Cooperative. The Consumer is responsible in all cases for service supplied to the premises until the Cooperative has received proper notice of the effective date of any change in the service agreement. The Consumer shall also promptly notify the Cooperative of any change in billing address.

109. ELECTION OF RATE SCHEDULES

The Cooperative shall use its best efforts to select the most favorable rate for which the Consumer is eligible, based on available data at the time of application. The Cooperative shall use its best efforts for notifying the Consumer of the most favorable rate schedule of the Consumer class has change after initial application, and shall not be required to refund the difference in charge under different rate schedules. Upon written application of any material changes in the Consumer installation or load conditions, the Cooperative will assist in determining if a change in rate schedule is desirable, but not more than one (1) such request be made within any twelve (12) month period.

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110. TAMPERING WITH OR DAMAGING COOPERATIVE EQUIPMENT

The Consumer agrees, when accepting service, that no one except authorized Trico employees shall be allowed to remove or replace any Cooperative equipment installed on the Consumer's property. The Consumer will be held responsible for any broken seals, tampering, or interfering with the Cooperative's meter(s) or any other Cooperative owned equipment installed on the Consumer's premises. The Consumer will be held liable for any loss or damage occasioned or caused by the Consumer's negligence, want of proper care or Consumer's wrongful act or omission on the part of any Consumer's agents, employees, licensees, or contractors. The Consumer should be aware that under the Arizona Revised Statute 13-1602 it is a felony to tamper with the property of a utility.

111. GROUNDS FOR REFUSAL OF SERVICE

The Cooperative may refuse to establish service if any of the following conditions exist:

- A. The applicant is indebted to the Cooperative in respect to an account for electric service or service calls with the Cooperative, and the applicant has not made arrangements satisfactory to the Cooperative for payment.
- B. A condition exists which in the Cooperative's judgment is unsafe or hazardous to the applicant, the general population, or the Cooperative's personnel or facilities.
- C. Refusal by the applicant to provide the Cooperative with a deposit when the customer has failed to meet the credit criteria for waiver of deposit requirements.
- D. Consumer is known to be in violation of the Cooperative's tariffs filed with the Commission.
- E. Failure of the Consumer to furnish such funds, service, equipment, and/or rights-of-way necessary to serve the Consumer and which have been specified by the utility as a condition for providing service.
- F. Applicant falsifies his or her identity for the purpose of obtaining service.
- G. Applicant is in violation of these rules or any applicable rule or regulation of the ACC or any applicable law, or is in default to any prior agreement between the applicant and the Cooperative.

112. SCHEDULING OF SERVICE ESTABLISHMENT

After an applicant has complied with the Cooperative's application and deposit requirement, the requirements of Section 105 and 106, and has been accepted for service by the Cooperative, the Cooperative shall schedule that Consumer for service establishment.

113. SERVICE ESTABLISHMENT EXCEPTION

Service establishments shall be scheduled for completion within five (5) working days of the date the Consumer has been accepted for service, except in those instances when the Consumer requests service establishment beyond the five (5) working day limitation.

114. SERVICE ESTABLISHMENT APPOINTMENTS

When the Cooperative has made arrangements to meet with a Consumer for service establishment purposes and the Cooperative or the Consumer cannot make the appointment during the prearranged time, the Cooperative shall reschedule the service establishment to the satisfaction of both parties.

SCHEDULING OF APPOINTMENTS

The Cooperative shall schedule service establishment appointments within a maximum of four (4) hours during normal working hours, unless another time frame is mutually acceptable to the Cooperative and the Consumer.

SERVICE ESTABLISHMENT BY COOP PERSONNEL

Service establishment shall be made only by qualified Cooperative service personnel.

RESERVED FOR FUTURE ADDITIONS

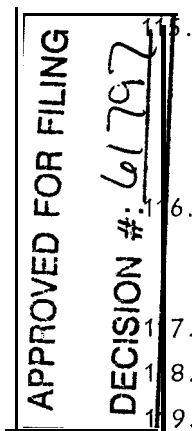
RESERVED FOR FUTURE ADDITIONS

TEMPORARY SERVICE PAYMENT REQUIREMENTS

Applicants for temporary service may be required to pay the Cooperative in advance of service establishment, a contribution in aid of construction, based on the estimated cost of installing and removing the facilities, less any salvage, necessary for furnishing the desired service.

120. TEMPORARY SERVICE — LESS THAN ONE MONTH

Where the duration of service is to be less than one month, the applicant may also be required to advance a sum of money equal to the estimated bill for service.



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121. TEMPORARY SERVICE — MORE THAN ONE MONTH

Where the duration of service is to exceed one month, the applicant may also be required to meet the deposit requirements of the Cooperative.

122. CHANGE OF OPERATIONS

If at any time during the term of the agreement for temporary services the character of a temporary Consumer's operations change so that in the opinion of the Cooperative, the Consumer is classified as permanent, the terms of the Cooperative's line extension rules shall apply.

123. RESERVED FOR FUTURE ADDITIONS

124. DEPOSIT REQUIREMENTS

The Cooperative will not require a deposit from a new applicant for residential service if the applicant is able to meet any of the following requirements:

- A. The applicant has had service of a comparable nature with the Cooperative within the past two (2) years and was neither delinquent in payment more than twice during the last twelve (12) consecutive months of service nor was disconnected for non-payment.
- B. The applicant can produce a letter regarding credit or verification from an electric utility where service of a comparable nature was last received which states applicant had a timely payment history at and prior to the time of service discontinuation.

125. The Cooperative shall issue a nonnegotiable receipt to the applicant for the deposit. The inability of the Consumer to produce such a receipt shall in no way impair his right to receive a refund of the deposit which is reflected on the Cooperative's records.

126. INTEREST ON DEPOSITS

Deposits shall bear interest at the rate of six (6) percent per annum, but interest shall be payable from the date of deposit for each full month only at the rate of one-half of one (1/2) percent for each full month. No interest shall be payable while the account is temporarily disconnected at the Consumer's request.

127. DEPOSIT REFUND

Deposits will automatically be refunded by the Cooperative after twelve (12) consecutive months during which time the Consumer has not been delinquent more than two (2) times in a twelve (12) month period, or at the discretion of the Cooperative at any time

before service is discontinued. Upon discontinuance of service, the Cooperative shall have a reasonable time, but not less than three (3) working days (Monday through Friday excluding holidays) in which to read and remove its meters and to ascertain that the obligations of the Consumer have been duly performed before being required to return a deposit. Upon final discontinuance of the use of the service and full settlement of all bills by the Consumer, any deposit, not previously refunded, with accrued interest, (if any), in accordance with the provisions of this policy will be returned to the Consumer or at the Cooperative election, it may be applied to the payment of any unpaid accounts of the Consumer and the balance, (if any), returned to the Consumer.

128. AMOUNT OF DEPOSIT

The amount of a deposit required by the Cooperative shall be determined according to the following terms:

- A. Residential Consumer deposits may be equal to no more than two times that of the Consumer's estimated average monthly bill.
- B. Non-residential Consumer deposits may be equal to two and one-half (2 1/2) times that of the Consumer's estimated average monthly bill.

DEPOSIT ADJUSTMENT

The Cooperative may review the Consumer's usage after service has been connected and adjust the deposit amount based upon the Consumer's actual usage.

DEPOSIT PER METER

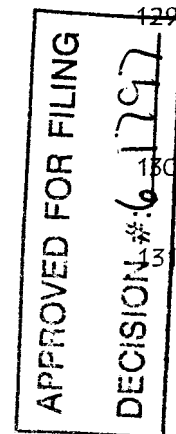
A separate deposit may be required for each meter installed.

DEPOSITS AND SERVICE SUSPENSION

Consumer deposits shall not prevent the Cooperative from terminating the agreement for service with a Consumer or suspending service for any failure in the performance of Consumer obligations under the agreement for service or any violation of the Cooperative's Rules and Regulations in effect from time to time as approved by the Arizona Corporation Commission.

132. APPLICATION FOR MEMBERSHIP

A Consumer may become of Member of the Cooperative under the conditions set forth in Sections 133 through 137.



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133. WRITTEN APPLICATION

A membership application card shall be signed, acknowledging the Consumer's agreement to pay the required membership fee plus any applicable taxes and to observe such lawful rules, regulations, policies, rates and schedules of the Cooperative as are now in force or may hereafter be in force and as are filed and approved by the ACC.

134. OBLIGATIONS OF MEMBER

In addition to the provisions of these Rules, each Member shall be bound by the Articles of Incorporation and By-Laws of the Cooperative, as the same may be amended from time to time.

135. MEMBERSHIP FEES, IN LIEU OF MEMBERSHIP FEES AND SERVICE ESTABLISHMENT

A Membership Fee shall be charged each new Member of the Cooperative. A new Consumer of the Cooperative not electing to become a Member of the Cooperative shall be charged an In Lieu of Membership Fee. Each new Member and new Consumer not electing to become a Member shall also be charged a Service Establishment Fee. The Membership Fee or In Lieu of Membership Fee and Service Establishment Fee shall entitle the Consumer to one service connection. The Service Establishment Fee shall be non-refundable, non-transferable and shall not apply against a final or any other bill rendered by the Cooperative to the Consumer. The Membership Fee and In Lieu of Membership Fee shall be refunded when the Consumer discontinues use of the Cooperative's service.

The "Service Establishment Fee" replaces the "Additional Service Connection or Establishment Fee" and "Reconnect Fee During Regular Hours" and shall be applied to all requests for electric service and regular hours reconnects.

An Additional Service Connection Fee shall be charged for each additional service connection.

136. MEMBERSHIP LIMIT

No Consumer may hold more than one membership and a personal membership shall be held jointly by both husband and wife unless specified to the contrary in writing by both spouses to the Cooperative or unless the Cooperative is given satisfactory evidence that the property of a spouse which is to receive service is the sole and separate property of such spouse.

137. RESPONSIBILITY OF THE COOPERATIVE

Prompt, reliable electric service to the Consumer is the Cooperative's primary objective. In general, there is no charge to the Consumer for service calls related to voltage problems, malfunctions of the Cooperative's equipment and other areas where the Cooperative is responsible. The Cooperative shall use reasonable diligence to supply or continue to supply service, but in the event service fails, is interrupted or becomes defective through acts of God or by the public enemy, or by accidents, strikes, labor troubles or by action of the elements, or by inability to secure rights-of-way, governmental permits, or certificates, franchises or licenses, or for any other cause beyond the reasonable control of the Cooperative, it shall not be liable therefor. The Cooperative shall not be liable to the Consumer for damages resulting from failures, interruptions or defects of service or any consequential damages sustained by the Consumer by reason of any failure, interruption or defect of service.

138. RESERVED FOR FUTURE ADDITIONS

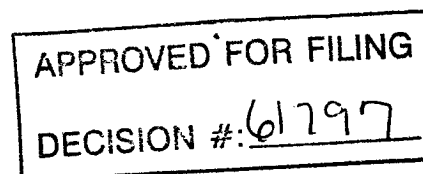
139. RATE SCHEDULES

The Cooperative shall make available upon Consumer request a concise summary of the rate schedule applied for by such Consumer. The summary shall include the following:

- A. The monthly minimum or Consumer charge, identifying the amount of the charge and the specific amount of usage included in the minimum charge, where applicable.
- B. Rate blocks, where applicable.
- C. Any adjustment factor(s) and method of calculation.
- D. Demand charge if applicable.

140. TARIFFS, RULES AND REGULATIONS

In addition, the Cooperative shall make available upon Consumer request a concise summary of the Cooperative's tariffs or the Cooperative's Rules and Regulations concerning:



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- A. Deposits
- B. Termination of service
- C. Billing and collection
- D. Complaint handling

141. RECORD OF CONSUMPTION

The Cooperative upon request of a Consumer shall not more than once each calendar year, transmit a written statement of actual consumption by such Consumer for each billing period during the prior twelve (12) months unless such data is not reasonably ascertainable.

142. CONSUMER RIGHTS

The Cooperative shall inform all new Consumers of their right to obtain the information specified in Section 139, 140 and 141.

143. RESPONSIBILITY OF THE CONSUMER

The Consumer, in addition to the other responsibilities set forth in these Rules, shall be responsible for use of electric service and the repair or maintenance of Consumer-owned equipment beyond the point of delivery, including any condition that adversely affects the Cooperative's service to the Consumer or to others. It is also the Consumer's responsibility to promptly notify the Cooperative by the fastest available means, of outages and other conditions resulting in substandard or irregular electric service.

144. SERVICE CALLS OR ESTABLISHMENTS DURING REGULAR HOURS

A service call fee will be imposed for a response to a power interruption call where it is determined that the Consumer's equipment is at fault and there is electricity at the point of delivery (meter). Reasonable efforts will be made to advise the Consumer about such fee before the service call begins.

- A. Interruptions caused by the Consumer's willful act or omission, negligence or failure of Consumer-owned equipment, even though the Cooperative is unable to perform any work beyond the point of delivery.
- B. Reconnection of electric service to any Consumer previously disconnected for non-payment, unlawful use of service, misrepresentation to the Cooperative, unsafe conditions, threats to Cooperative personnel or property, failure to permit safe access, detrimental effects of Consumer loads on the

Cooperative system, failure to establish credit and/or sign an agreement for service, or any other reason authorizing the Cooperative to make such disconnection.

145. SERVICE INTERRUPTION

The Cooperative may temporarily suspend service to make repairs, replacements, maintenance, tests or inspections of Cooperative equipment or to make tests, inspections, connections or disconnections of Cooperative service. The Cooperative shall make reasonable efforts to notify the Consumer verbally or through the public media about the need for and the duration of a planned service interruption, but it may suspend service in an emergency situation without prior notice to the Consumer.

146. SERVICE CALLS OR ESTABLISHMENTS AFTER REGULAR HOURS

A fee will be imposed for a service call requested by a Consumer and performed after regular business hours. Some examples of these set-vice calls are (but are not limited to) the following:

- A. A power interruption where it is determined that the Consumer's equipment is at fault and there is electricity at the point of delivery (meter).
- B. Reconnection of electric service to any Consumer previously disconnected for non-payment, unlawful use of electric service, unsafe conditions, failure to permit safe access or any other reason authorizing the Cooperative to make such disconnection.
- C. Re-establishment of electric service when it is to be reconnected to the same Consumer who requested the service to be disconnected.
- D. Return trip to the same premises when the Consumer fails to comply with the Cooperative's conditions for supplying service.

Reasonable efforts will be made to advise the Consumer about service call fees after hours before the service call begins.

147. DAMAGES TO THE COOPERATIVE

In the event any of the causes of interruptions set forth in Sections 144 and 146 cause damage to the Cooperative's property or personnel or the ability of the Cooperative to provide service to others, the responsible party shall be fully liable to the Cooperative therefor and the service charges set forth in such Sections shall not affect the right to recover the amount of such damages.

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148. SERVICE CHARGES DUE

The service charges and damages referred to in Section 144, 146 and 147 shall be due and payable to the Cooperative ten (10) days after such billing.

149. MOBILE HOME PARKS — NEW CONSTRUCTION/EXPANSION

- A. The Cooperative shall have the right to refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless the construction and/or expansion is individually metered by the Cooperative. Line extensions and service connections to serve such expansion shall be governed by the Line Extension and Service Connection Policy of the Cooperative.
- B. Permanent residential mobile home parks for the purpose of this Section shall mean mobile home parks where, in the opinion of the Cooperative, the average length of stay for an occupant is a minimum of six months.
- C. For the purposes of this Section, expansion means the acquisition of additional real property for permanent residential spaces in excess of that existing at the effective date of this rule.

150. RESIDENTIAL APARTMENT COMPLEXES, CONDOMINIUMS, AND OTHER MULTI-UNIT RESIDENTIAL BUILDINGS

- A. Master metering shall not be allowed for new construction of apartment complexes and condominiums unless the building(s) will be served by a centralized heating, ventilation and/or air conditioning system and the contractor can provide to the Cooperative an analysis demonstrating that the central unit will result in a favorable cost benefit relationship.
- B. At a minimum, the cost/benefit analysis should consider the following elements for a central unit as compared to individual units:
 - i. Equipment and labor costs
 - ii. Financing costs
 - iii. Maintenance costs
 - iv. Estimated kWh usage
 - v. Estimated kW demand on a coincident demand and non-coincident demand basis (for individual units)
 - vi. Cost of meters and installation

vii. Consumer account cost (one account vs. several accounts)

151. CONSUMER PROVIDED FACILITIES

Each applicant for service shall be responsible for all inside wiring, the service entrance and meter socket.

152. METER LOCATION

Meters and service switches in conjunction with the meters shall be installed in a location where the meters will be readily and safely accessible for reading, testing and inspection and where such activities will cause the least interference and inconvenience to the Consumer. The Consumer shall provide, without cost to the Cooperative, at a suitable and easily accessible location, sufficient and proper space for installation of meters.

153. METER SERVICE LINE ALTERATION

Where the meter or service line location on the Consumer's premises is changed at the request of the Consumer or due to alterations on the Consumer's premises, the Consumer shall provide and have installed at his expense all wiring materials and equipment necessary for relocating the meter and service line connection and the Cooperative may make a charge not to exceed the actual cost for moving the meter and/or service line.

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154. COOPERATIVE PROVIDED FACILITIES

- A. The investment and/or free footage allowance is set forth in these Rules. The maximum investment and/or free footage allowance will be provided by the Cooperative to the Consumer. Maximum investment and/or free footage allowance may be differentiated by customer class.
- B. The cost of any service line in excess of the size allowed at no charge shall be paid for by the Consumer as contribution in aid of construction.
- C. A Consumer requesting an underground distribution line or service line in an area served by overhead facilities shall pay for the difference between a non-chargeable overhead connection and the actual cost of the underground connection as a nonrefundable contribution.
- D. A Consumer requesting an overhead distribution line or service line in an area served by underground facilities shall pay the difference between a non-refundable underground connection and the actual cost of the overhead connection as a non-refundable contribution.

155. RIGHTS-OF-WAY

The Cooperative shall be granted rights-of-way and easement(s) over the property of the Consumer, of sufficient width for the erection, maintenance, operation, repair, replacement, relocation, removal or use of any and all wire, poles, machinery, supplies, equipment, metering and regulating and other apparatus and fixtures necessary or convenient for the supplying of electric service to the Consumer. The Cooperative shall be given safe and unimpaired access at reasonable times to the premises of the Consumer for the purpose of reading meters, testing, repairing, relocating, removing or exchanging any or all equipment or facilities necessary to provide electric service to the Consumer. The required easement(s) and access shall be conveyed to the Cooperative prior to service being made available to the Consumer without cost to the Cooperative. The Cooperative may discontinue service after proper notice is issued if there are violations of the required safe and unimpaired access.

156. FINANCIAL OBLIGATION FOR R/W

The Cooperative shall not be obligated to bear any part of the cost of obtaining rights-of-way, easements, licenses or permits. The Consumer may be required to put up a non-interest bearing cost deposit(s) before work to obtain said rights-of-way can begin

or continue. Any part of the deposit not used for obtaining rights-of-way may be applied toward and become part of the deposit required as set forth in Section 124 of this policy.

157. CONSUMER FACILITIES IN R/W

When the Cooperative discovers that a Consumer or his agent is performing work or has constructed facilities adjacent to or within an easement or rights-of-way and such work, construction or facility poses a hazard or is in violation of federal, state or local laws, ordinances, statutes, rules or regulations, or significantly interferes with the Cooperative's access to equipment, the Cooperative shall notify the Consumer or his agent and shall take whatever actions are necessary to eliminate the hazard, obstruction or violation at the Consumer's expense.

158. RIGHTS-OF-WAY EASEMENTS FOR UNDERGROUND ELECTRIC DISTRIBUTION AND SERVICE LINES

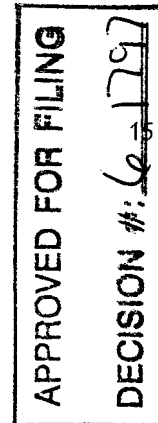
The Cooperative shall construct or cause to be constructed and shall own, operate and maintain all underground electric distribution and service lines along public streets, roads and highways and on public lands and private property which the Cooperative has the legal right to occupy.

R/W IN SUBDIVISIONS

Rights-of-way and easements suitable to the Cooperative must be furnished by the developer at no cost to the Cooperative and in reasonable time to meet service requirements. No underground electric facilities shall be installed by the Cooperative until the final grades have been established and furnished to the Cooperative. In addition, the easement strips, alleys and streets must be graded to within six (6) inches of final grade by the developer before the Cooperative will commence construction. Such clearance and grading must be maintained by the developer during construction by the Cooperative.

160. RELOCATION OF UNDERGROUND FACILITIES

If, subsequent to construction, the clearance or grade is changed in such a way as to require relocation of underground facilities, or if deemed advisable by the Cooperative to require changing any underground to overhead, the cost of any damage, relocation, replacement and/or resulting repairs shall be borne by the developer.



PART 2. LINE EXTENSIONS

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201. STATEMENT OF POLICY

The provisions of this policy shall define the conditions governing line extensions. Extensions of distribution facilities and lines of standard existing voltages necessary to furnish permanent electric service to applicants and Consumers of the Cooperative will be made by the Cooperative in accordance with the provision of this part. These provisions shall apply throughout the entire service area of the Cooperative unless modified by the provisions of an effective rate schedule or specific order of the Arizona Corporation Commission, in which case the provisions of the rate schedule or order shall govern to the extent applicable.

The Cooperative will construct, own, operate and maintain lines along public streets, roads and highways which the Cooperative has the legal right to occupy, and on public lands and private property across which rights-of-way and easements satisfactory to the Cooperative may be obtained without cost to or condemnation by the Cooperative.

- A. Upon request by an applicant for a line extension, the Cooperative shall prepare without charge, a preliminary sketch and rough estimate of the costs to be paid by the applicant.
- B. Any applicant for a line extension requesting the Cooperative to prepare detailed plans, specifications, or cost estimates, may be required to deposit with the Cooperative an amount equal to the estimated cost of preparation. The Cooperative shall, upon request, make available within ninety (90) days after receipt of the deposit referred to above, such plans, specifications, or cost estimates of the proposed line extension. Where the applicant authorizes the Cooperative to proceed with the construction of the extension, the deposit shall be credited to the costs of construction; otherwise the deposit shall be non-refundable.

If it is necessary to oversize or route the extension for the convenience of the Cooperative's system, the additional cost of oversizing or routing the facilities shall be done at the Cooperative's expense. Proposed subdivisions with approved plans requiring electric service shall be given plans, specifications or cost estimates within forty-five (45) days after subdivider pays a deposit as referred to above.

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202.

MINIMUM WRITTEN AGREEMENT REQUIREMENTS

Each line extension agreement shall at a minimum include the following information:

- A. Name and address of applicant
- B. Proposed service address and location
- C. Description of requested service
- D. Description and sketch of the requested line extension
- E. A cost estimate to include materials, labor, and other costs as necessary
- F. Payment terms
- G. A concise explanation of any refunding provisions if applicable
- H. The Cooperative's estimated starting and completion date for construction of the line extension

203.

LINE EXTENSION COSTS

All calculations for estimated line extension costs shall be as follows:

- A. Material
- B. Direct labor
- C. Overhead

Overhead costs are represented by all the costs which are proper capital charges in connection with construction, other than direct material and labor costs such as:

- Indirect labor

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- Engineering
- Transportation
- Taxes, e.g. (FICA, State & Federal Unemployment which are properly allocated to construction)
- Insurance
- Stores expense
- General office expenses allocated to costs of construction
- Power operated equipment
- Employee Pension and Benefits
- Vacations and Holidays
- Miscellaneous expenses property chargeable to construction

204. LINE EXTENSION MEASUREMENT

Line extension measurement shall be along the route of construction required, but no free distance shall be permitted beyond the shortest practical route to the nearest practical point of delivery on each Consumer's premises as determined by the Cooperative. This measurement shall include primary and secondary lines, service drops and service laterals.

205. EXTENSION OF SINGLE-PHASE OVERHEAD LINES TO INDIVIDUAL APPLICANTS AND TO THE PERIMETER OF DULY-RECORDED SUBDIVISIONS.

A. Free Extensions: Upon the satisfactory completion of the required site improvements, as determined by the Cooperative, the Cooperative will make single-phase extensions from its existing overhead facilities of proper voltage and adequate capacity free of charge a distance of up to six hundred (600) feet where the property to be sewed is not within a subdivision. However, if the cost of that six-hundred (600) foot extension exceeds by 10% the average cost of a normal six-hundred (600) foot extension, as determined by the Cooperative from its records, the customer shall pay the additional cost. The distance of six hundred (600) feet is to be measured from the Cooperative's existing facilities capable of sewing the Consumer.

B. Single-Phase Extension in Excess of Free Extension Distance:

The Cooperative shall make extensions in excess of six hundred (600) feet upon receipt of a non-interest bearing, refundable cash deposit with the Cooperative to cover the

costs of construction. The total cost of such additional footage shall be based upon a current construction cost study made by the Cooperative for overhead single-phase extension.

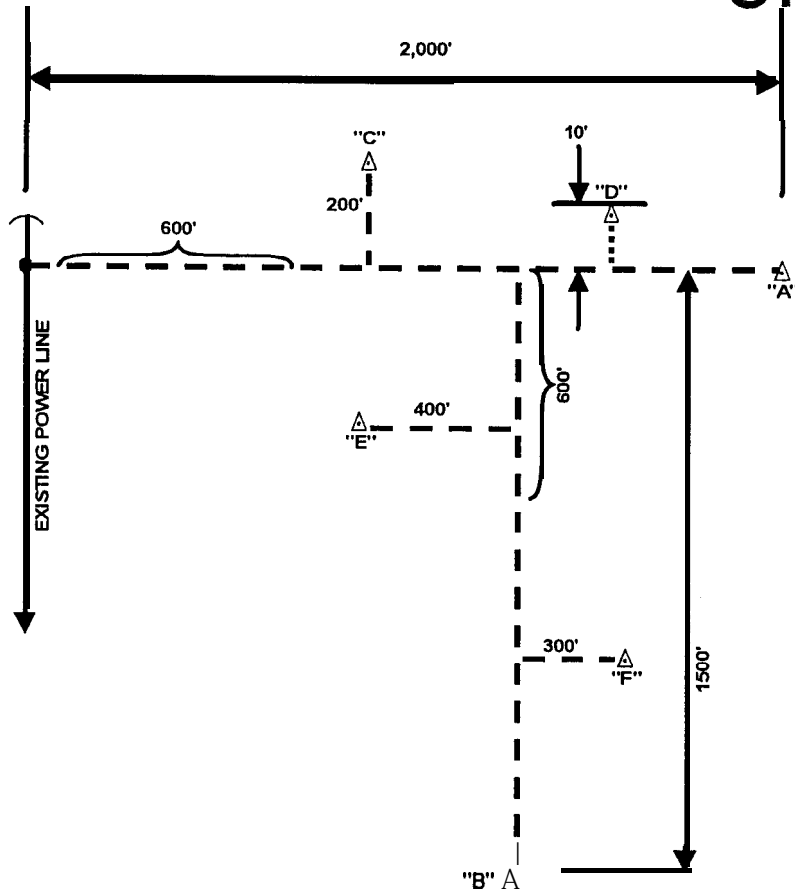
C. Method of Refunds: Deposit refunds will be made to a depositor until the total amount of the deposit has been refunded or the fifth anniversary of the Cooperative's receipt of the deposit, whichever shall first occur, in both of the following methods:

1. Deposit Refunds will be made to the depositor in the amount of 20% of that portion of the depositor's monthly bill for electric service furnished by the Cooperative that is in excess of the monthly minimum referred to in Subsection 139A if the service is residential and 10% if the service is commercial. The refund will be paid by crediting the depositor's monthly bill from the Cooperative for the first monthly bill after the credit has been determined.
2. Deposit Refunds will be made to the depositor when each separately metered Permanent Consumer is sewed directly from the line extension for which the depositor has made the deposit providing the new line extension to such Permanent Consumer is less than six hundred (600) feet in distance. The amount of the deposit refund will be equal to the actual cost per foot of constructing the line, multiplied by the difference between six hundred (600) feet and the number of the actual footage of the new line extension required to serve such Permanent Consumer.

A pictorial explanation of the method of refunds pursuant to Subsection 205.C.2 based upon the initial rate per foot is as follows:

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Applicant "C" — No charge to applicant. However, Applicant "A" will get a refund. (400' @ actual line extension cost.) Line "C" ties directly into Line "A" and it is under 600 feet.

1. The method of refunding for three-phase extensions shall be the same as the method of refunding deposits for single-phase extensions set forth in the pictorial example and the following explanation thereof in Section 205, except 200

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ft. shall be substituted for 600 feet in each place that 600 feet appears, and all other figures shall be adjusted accordingly.

2. Deposit refunds will also be made in the manner forth in Subsection 205.C.1.

If after Five (5) years from the Cooperative's receipt of the advance deposit required for the estimated cost of the new line to be constructed, the amount of the deposit has not been totally refunded, the unrefunded amount shall be considered a contribution in aid of construction and shall no longer be refundable.

B. Three-phase Underground: Three-phase underground service for the Consumer's convenience and/or use shall be supplied only when the consumer pays the additional cost, if any, of three-phase underground over standard overhead construction, a deposit on the remaining cost of construction, in addition to providing all easements, trenching, select backfill when required, backfilling, compaction and all concrete work to the specifications of the Cooperative and other local codes at no cost to the Cooperative.

209. OVERHEAD OR UNDERGROUND DISTRIBUTION FACILITIES
WITHIN DULY-RECORDED REAL ESTATE SUBDIVISIONS

A. General Statement: With respect to overhead or underground distribution facilities within a duly recorded subdivision the Cooperative will be responsible for the construction of the electric facilities and the developer will be responsible for all work set forth in Subsection 213.B. Distribution facilities will be constructed by the Cooperative within a duly recorded subdivision in advance of application for service by Permanent Consumers with refunds in accordance with Section 211 after the Cooperative and the developer of the subdivision have entered into a written contract which provides, among other things, for:

B. Methods to Cover the Cooperative's Cost of Construction:

1. Advance Deposit: The total estimated installed cost of such distribution facilities, exclusive of meters, shall be advanced to the Cooperative as a refundable non-interest bearing cash deposit to cover the Cooperative's cost of construction.

—or—

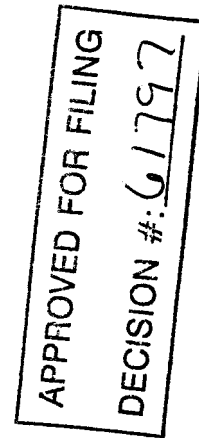
2. Letter of Credit: The developer and the Cooperative shall execute a written agreement on a form acceptable to the Cooperative which shall provide that (i) the developer shall

pay \$75 for each subdivision lot as a contribution in aid of construction prior to the commencement of construction of the facilities and (ii) the developer shall deliver to the Cooperative three separate irrevocable letters of credit ("Ls of C") executed and delivered by an issuer on forms acceptable to the Cooperative in favor of the Cooperative, prior to the commencement of construction of the distribution facilities by the Cooperative. Each L of C shall provide that the term thereof shall commence on the date the L of C is issued and delivered to the Cooperative and shall be in the amount of the total estimated installed costs of the facilities, exclusive of meters ("Total Cost") divided by 3. The term of the first L of C ("1st L of C") shall end 60 days after the 1st anniversary of the date construction of the facility is completed. The term of the second L of C ("2nd L of C") shall end 60 days after the 2nd anniversary of last said date. The term of the third L of C ("3rd L of C") shall end 60 days after the 3rd anniversary of last said date.

(a) With respect to the 1st L of C, it shall provide that in the event that less than 30% of the total number of lots in the subdivision are occupied by Permanent Consumers, as determined by the Cooperative, who are then receiving electric service from the Cooperative ("Permanent Consumers") on such 1st anniversary, the Cooperative shall be paid by the issuer of the 1st L of C the amount of the 1st L of C less an amount ("Deductible Amount") determined as follows:

- (i) The Total Cost shall be divided by the total number of subdivision lots ("Per Lot Cost").
- (ii) From one-third of the Total Cost shall be subtracted the number of Permanent Consumers times the Per Lot Cost.
- (iii) There shall be subtracted from the difference set forth in clause (ii) the product of \$75 and the number of lots having such Permanent Consumers.
- (iv) Such difference shall be the Deductible Amount.

The amount so paid the Cooperative shall be refundable to the developer pursuant to an Advance Deposit Agreement for 5 years in accordance with Section 211 executed by the developer and the Cooperative.



In the event 30% or more of the total lots are then being occupied by Permanent Consumers on such 1st anniversary, the 1st L of C shall be deemed to be satisfied in full and no payment shall be paid to the Cooperative by reason of such 1st L of C by the issuer.

(b) With respect to the 2nd L of C, the same provisions shall apply as to the 1st L of C except reference to the 1st L of C shall instead be to the 2nd L of C, 60% shall be substituted for 30%, the 2nd anniversary shall be substituted for the 1st anniversary, and "two-thirds" shall be substituted for "one-third."

(c) With respect to the 3rd L of C, the same provisions shall apply as to the 1st L of C except reference to the 1st L of C shall instead be to the 3rd L of C, 90% shall be substituted for 30%, the 3rd anniversary shall be substituted for the 1st anniversary, and "one-third of" in clause (ii) shall be stricken.

—or—

3. Prime Developers. When in the opinion of the Cooperative, a subdivision developer has established a record of developing and completing high quality subdivisions without undue delay in which the lots thereof have been sold within a reasonable time and which development has been in accordance with sound business, construction and financial practices, and the Cooperative has received from the developer satisfactory written evidence to establish the developer's technical and financial ability to support such record, the Cooperative will commence and complete construction of the line extension distribution facilities to and within the subdivision upon (i) the developer paying the Cooperative \$75 per lot, referred to as Initial Lot Deposit, as a contribution in aid of construction prior to the commencement of construction of the facilities, and (ii) the developer and the Cooperative executing a written agreement on a form acceptable to the Cooperative and the developer which will provide that, if at the anniversary date of any given year it is established to the satisfaction of the Cooperative that less than the percentages of the Total lots shown in column #2 below, are transferred to Permanent Consumers for the years shown in column #1 below, respectively, from the date construction of the distribution facilities are completed, the developer shall pay to the Cooperative the percentages shown in column #3 below of the Total Costs of construction of the facilities including the

conduit cost, less the Initial Lot Deposit as the case may be, of the completion of construction of these electric facilities, respectively, as an advance deposit, pursuant to a written advance deposit agreement for 5 years from the date of completion of construction of these electric facilities, in accordance with Section 211, executed by the developer and Cooperative. This advance deposit would be refunded to the developer on a per lot basis for each lot closed on or before the following anniversary dates until the closures would equal or exceed the total number of lots included in that calculated Advance Deposit, less a 3/4% service charge for each lot not closed at said anniversary date.

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TABLE FOR (ii)

Column#1	Column#2	Column#3
Year#1	15%	15%
Year#2	30%	20%
Year#3	50%	20%
Year#4	70%	20%
Year#5	90%	20%

- C. Line Facilities Exceeding 500' Within Subdivisions: Where required single-phase line facilities within a subdivision exceed an average of five hundred (500) feet per lot, a nonrefundable cash amount equal to that portion of the total estimated installed cost represented by those required line facilities in excess of five hundred (500) feet per lot on average shall be paid to the Cooperative.

210. RESERVED FOR FUTURE ADDITIONS

211. METHOD OF REFUNDING ADVANCE DEPOSIT

Subject to the provisions of Subsections 205.C, 208.A and 209.B, on or after one (1) year subsequent to the completion of construction of the Cooperative's facilities, and thereafter every six (6) months, the Cooperative will review the status of a subdivision to determine the percentage ratio that the number of lots of service locations occupied

by Permanent Consumers bears to the total number of lots of service locations to be served by the extensions made within the subdivision. Such periodic review will continue until either (1) the calculated ratio equals or exceeds ninety percent (90%), or (2) a five (5) year period subsequent to the completion of construction of the Cooperative's facilities elapses.

Trico shall refund a flat cost per foot to reimburse the material cost of conduit system installed by the developer as detailed in Trico's electric facilities layout plan or, if developer requires, Trico will furnish material for conduit system to be installed by the developer.

212. RESERVED FOR FUTURE ADDITIONS

213. UNDERGROUND EXTENSIONS TO INDIVIDUAL APPLICANTS AND/OR TO THE PERIMETER OF DULY RECORDED REAL ESTATE SUBDIVISIONS

- A. General Statement — Underground line extensions will generally be made when mutually agreed upon by the Cooperative and the applicant or in areas where the Cooperative does maintain existing underground distribution facilities for its operating convenience.
- B. The applicant shall provide at his expense the trenching, backfilling (including any imported backfill required), compaction, repaving and earth-work for pull boxes or other preparation for electrical apparatus necessary for the installation of underground facilities, all in accordance with the specifications and schedules of the Cooperative. At its option, the Cooperative may elect at the applicant's expense to perform the necessary activities to fulfill the applicant's responsibility hereunder provided the expense to the applicant is equal to or less than that which would otherwise be borne.
- C. Free Extensions: Shall be in accordance with the provisions of Section 205-A.
- D. Single-Phase Extensions in Excess of Free Extension Distance: Shall be in accordance with provisions of Section 205-B.
- E. Method of Refunds: Shall be in accordance with provisions of Section 211.
- F. Ownership of Facilities: Underground facilities shall be installed, owned, operated and maintained as provided in sections 158, 159 and 160 of this Line Extension Policy.

214. CONVERSION OF OVERHEAD LINE TO UNDERGROUND

When requested, overhead lines shall be converted to underground service for individual Consumers or groups of Consumers based upon the provisions of Article 6.1 of ARS Title 40, Chapter 2 [(ARS) Sections 40-341 to 40-346], as the same has been and is amended from time to time. Interconnection with any such conversion according to the provisions of said Article 6.1, as the same has been and is amended from time to time, shall apply. Otherwise, the following shall be applicable to the conversion of overhead line to underground line:

- A. The Consumer(s) shall provide all utility easements on appropriate property at no cost to the Cooperative.
- B. The Consumer(s) shall provide all trenching, select backfill where required, backfilling, compaction and all concrete work according to the specifications of the Cooperative and local codes and shall perform all street, curb and sidewalk repairs at the Consumer's expense in accordance with local jurisdiction.
- C. The Consumer(s) shall pay to the Cooperative as a non-refundable contribution in aid-to-construction the cost of the existing line at present value, less credit for salvage, if any, plus retirement cost prior to the start of construction.
- D. The Consumer(s) shall sign any additional agreements as required for the conversion of overhead facilities to underground.

215. CONVERSION FROM SINGLE-PHASE TO THREE-PHASE SERVICE

When it is necessary to convert all or any portion of an existing overhead or underground distribution system from single-phase to three-phase in order to furnish three-phase service to a customer, the Cooperative will convert the first two hundred (200) feet free of charge and the balance of the total cost of such conversion shall be paid as a contribution in aid of construction by the customer. However, if the cost of the initial two hundred (200) feet of the conversion exceeds by 10% the average cost of a normal two hundred (200) foot extension, as determined by the Cooperative from its records, the Consumer will pay the additional cost.

216. ADVANCES UNDER PREVIOUS RULES AND CONTRACTS

Amounts advanced under the conditions established by a rule previously in effect will be refunded in accordance with the requirements of such contract under which the advance was made.

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217. EXTENSIONS FOR TEMPORARY SERVICE

Extensions for temporary service or for operations of a speculative character or questionable permanency will be made in accordance with the provisions pertaining to temporary service set forth in Section 118 through 122.

218. SPECIAL OR EXCESS FACILITIES

Under these Rules, the Cooperative shall install only those facilities which it deems are necessary to render service in accordance with the rate schedules. Where the Consumer requests facilities which are in addition to, or in substitution for, the standard facilities which the Cooperative normally would install, the extra cost thereof shall be paid by the Consumer.

219. PRIMARY SERVICE

The Cooperative will provide service to a point of delivery such point of delivery to be determined by the Cooperative. The Consumer will provide the entire distribution system (including transformers) from the point of delivery to the load. The system will be treated as primary service for the purposes of billing. The Cooperative reserves the right to approve or require modification to the Consumer's distribution system prior to installation, available for primary service. Instruments, transformers, metering riser poles and associated equipment to be installed and maintained by the Cooperative at Consumer's expense.

220. IRRIGATION AND WATER PUMPING CONSUMERS

The Cooperative will extend its distribution facilities for three-phase overhead service; where readily available, and sufficient carrying capacity in the existing lines, measured along the route of construction and will furnish metering service to a Consumer for irrigation purposes who maintains and operates a motor of ten horsepower (10HP) or above on the following basis:

- A. A distance not exceeding two hundred (200) feet without charge, and the Consumer will sign a one (1) year irrigation contract and pay the balance of line construction cost, to make service available.
- B. A minimum rate in accordance with the Cooperative's existing rate schedule.

C. The Consumer agrees to have his installation comply with the NEC, NESC, City, County, and/or State Codes, prior to service being energized, and periodic inspection of all services being energized, and periodic inspection of all connected equipment.

D. Consumer further agrees that failure to comply with the NEC, NESC, City, County and/or State Codes would be "justifiable" cause for disconnecting of the respective service. Code compliance is required before service is restored.

E. A reduced starter may be needed for motors 40 HP and above.

221. EXTENSION ADVANCES

All extension agreements shall be signed and all applicable deposits and/or contributions in aid of construction shall be paid to the Cooperative prior to construction.

222. RESERVED FOR FUTURE ADDITIONS

223. PROTECTIVE EQUIPMENT

The Consumer shall buy, own, and maintain such protective equipment as the Cooperative deems necessary to assure isolation of the service from the Cooperative's system due to abnormal load or fault conditions in the service.

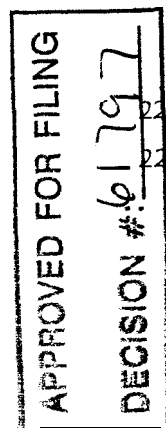
An applicant installing any means of stand-by power which may become interconnected with the Cooperative's service must install a double-throw transfer switch at the applicant's expense. The Cooperative shall be notified and will inspect and if satisfactory, approve said connection.

224. RELOCATION OF COOPERATIVE FACILITIES

When the Cooperative is requested to relocate its facilities for the benefit and/or convenience of a Consumer, the Consumer shall reimburse the Cooperative for the total cost of the work to be performed prior to the start of construction.

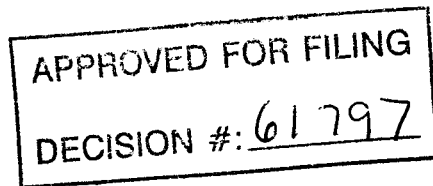
225. GENERAL REQUIREMENTS AND PROVISIONS

A. During a shortage of electric power and/or energy as determined by the Cooperative or any public agency, the Cooperative shall have the right to curtail the supply of electric power and/or energy.



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- B. Electricity furnished by the Cooperative shall not be resold by the Cooperative except as a service made to primary metering point acceptable to the Cooperative.
- C. A copy of these Rules shall be furnished to any Applicant or Consumer upon written request.
- D. Agreements for service shall not be assignable without the Cooperative's prior written consent. Assignments of refunds pursuant to a line extension agreement shall be effective only after a proper written assignment is delivered to the Cooperative.
- E. Notification to the Consumer shall be deemed to have been given when mailed to the Consumer by First Class Mail at the Consumer's last address of record as shown on the records of the Cooperative.
- F. All advances made by Consumers that are refundable, shall be non-interest bearing.
- G. The Cooperative shall not be required to extend its lines to any Consumer or enter into any written agreement with any Consumer for a line extension in the event the Cooperative is entitled to refuse service to the Consumer pursuant to Section 111 of these Rules, Regulations and Policies.



PART 3. METER READING, BILLING, COLLECTION AND TERMINATION OF SERVICE PROCEDURES

301. FREQUENCY OF METER READING

It shall be at the discretion of the Cooperative whether the meter will be read by Cooperative personnel or the Consumer. Every attempt shall be made to read meters monthly on as close to the same day as practical. However, meter readings may be scheduled for periods of not less than 25 days or more than 35 days.

302. ESTIMATION OF BILL, 1ST AND 2ND MONTH

If the Cooperative is unable to read the meter on the scheduled meter read date, the Cooperative will estimate the consumption for the first and, if applicable, the second billing period thereafter giving consideration to the following factors where applicable:

- A. The Consumer's usage during the same month of the previous year.
- B. The amount of usage during the preceding month.

303. ESTIMATION OF BILL AFTER 2ND MONTH

After the second consecutive month of estimating the Consumer's bill for reasons other than severe weather, the Cooperative will make every attempt to secure an accurate reading of the meter.

304. ACCESS TO METER

Failure on the part of the Consumer to comply with a reasonable request by the Cooperative as per Section 317 of these Rules for access to its meter may lead to the discontinuance of service.

305. CONDITIONS FOR ESTIMATED BILLS

Subject to the Provisions of Section 307, estimated bills will be issued only under the following conditions:

- A. Failure of a Consumer who read his own meter to deliver his meter reading card to the Cooperative in accordance with the requirements of the billing cycle.
- B. Severe weather conditions which prevent the Cooperative from reading the meter.
- C. Circumstances that make it dangerous or impossible to read the meter, i.e., locked gates, blocked meters, vicious or dangerous animals, etc.

306. NOTICE OF ESTIMATION

Each bill based on estimated usage will indicate that it is an estimated bill.

307. RECORD OF CONSUMPTION

The registration of the Cooperative's meter at the Consumer's point of delivery shall constitute evidence of the amount of energy and/or billing demand used by the Consumer, except where unmetered service is supplied. However, in event of failure of the Cooperative's meter or of Cooperative personnel to obtain an actual reading, a reasonable estimate of the amount of energy and/or billing demand shall be made by the Cooperative. Estimates shall be based on the pattern of the Consumer's metered use before the date of the last actual reading, or on the Consumer's electric load where no billing history exists. The Cooperative reserves the right to read meters on a schedule less frequent than monthly where the location is so remote or inaccessible that fewer actual readings, or readings taken by the Consumer are in the best interest of operating economy. However, in no event will meters not be read less frequently than every three (3) months.

308. RATE SCHEDULES BASED ON SINGLE POINT OF DELIVERY

Unless otherwise specifically provided in the rate schedule or by contract, each of the Cooperative's rate schedules are based upon the supplying of electric service to one Consumer at a single point of delivery and at a single voltage and phase classification, and any additional service supplied to the same Consumer at other points of delivery or at a different voltage of phase classification shall be separately metered and billed, except as provided in Section 319.

309. MEASURING OF ELECTRIC SERVICE

All energy sold to Consumers, and all energy consumed by the Cooperative, except that sold according to fixed charge schedules, shall be measured by commercially acceptable measuring devices owned and maintained by the Cooperative, except where it is impractical to install meters, such as street lighting or security lighting, or where otherwise authorized by the Commission.

310. MORE THAN ONE METER

When there is more than one meter at a location, the metering equipment shall be so tagged or plainly marked as to indicate the location metered or metering equipment.

311. METER MULTIPLIERS

Meters which are not direct readings shall have the multiplier plainly marked on the meter.

312. RECORDING METER CHARTS

All charts taken from recording meters shall be marked with the date of the record, the meter number, Consumer, chart multiplier, CT and PT multiplier, scale used, date removed and items measured.

313. METER SETTINGS

Metering equipment shall not be set "fast" or "slow" to compensate for supply transformer or line losses.

314. CONSUMER REQUESTED REREADS

The Cooperative shall at the request of a Consumer reread that Consumer's meter once within ten (10) working days after such request by the Consumer.

315. REREAD CHARGE

Any reread may be charged to the consumer at a rate on file and approved by the Commission, provided that the original reading was not in error. (Section 316).

316. READING IN ERROR

When a reading is found to be in error, the reread shall be at no charge to the Consumer.

317. ACCESS TO CONSUMER PREMISES

The Cooperative shall at all times have the right of safe ingress to and egress from the premises at all reasonable hours for any purpose reasonably connected with the Cooperative's property used in furnishing service, reading meters, and the exercise of any and all rights secured to it by law or these rules.

318. FREQUENCY OF BILLINGS

The Cooperative shall bill monthly for services rendered.

319. COMBINING OF METER READINGS

Each meter at a Consumer's premises will be considered separately for billing purposes, and the readings of two or more meters will not be combined.

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320. MINIMUM BILLING INFORMATION

Each bill for residential service will contain the following minimum information:

- A. Date and meter reading at the start of the billing period or number of days in the billing period
- B. Date and meter reading at the end of the billing period
- C. Billed usage and demand
- D. Rate schedule number
- E. Cooperative's telephone number
- F. Consumer's name
- G. Service account number
- H. Amount due and due date
- I. Past due amount
- J. Adjustment factor, where applicable
- K. Taxes
- L. The Arizona Corporation Commission and address, thereof.

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DECISION #: 61797

321. BILLING TERMS

All bills for electric service are due and payable no later than ten (10) days from the date the bill is rendered as evidenced in Section 322. Any payment not received within this time frame shall be considered past due.

322. EVIDENCE OF RENDERING DATE

For purposes of this rule, the date a bill is rendered may be evidenced by:

- A. The postmark date
- B. The mailing date
- C. The billing date shown on the bill (however, the billing date shall not differ from the postmark or mailing date by more than two (2) days)

323. PAST DUE BILLS

All past due bills for electric service are due and payable within fifteen (15) days. Any payment not received within this time frame shall be considered delinquent.

324. DELINQUENT BILLS

All delinquent bills for which payment has not been received within five (5) days shall be subject to the provisions of the Cooperative's termination procedures.

325. PLACE OF PAYMENT

All payments shall be made at or mailed to the office of the Cooperative, but if mailed, no payment shall be deemed made until received by the Cooperative.

326. APPLICABLE RATE SCHEDULE

Each Consumer shall be billed under the applicable tariff indicated in the Consumer's application for service.

327. FAILURE TO RECEIVE BILLS/NOTICES

Failure to receive bills or notices which have been properly placed in the United States mail shall not prevent such bills from becoming delinquent nor relieve the Consumer of his obligation therein.

328. COMMENCEMENT DATE

Charges for service commence when the service is installed and connection made, whether used or not.

329. METER ERROR CORRECTIONS

If any meter after testing is found to be more than three percent (3%) in error, either fast or slow, proper correction between three percent (3%) and the amount of the error shall be made of previous readings and adjusted bills shall be rendered according to the following terms:

- A. For the period of three (3) months immediately preceding the removal of such meter from service for test or from the time the meter was in service since last tested, but not exceeding three (3) months since the meter shall have been shown to be in error by the test.
- B. From the date the error occurred, if the date of the cause can be definitely fixed.

330. METER TEST / BILLING ADJUSTMENT

No adjustment shall be made by the Cooperative except to the Consumer last sewed by the meter tested.

331. CONSUMER REQUESTED METER TESTS

The Cooperative shall test a meter upon Consumer request, and the Cooperative shall be authorized to charge the Consumer for such meter test according to the tariff on file and approved by the Commission. However, if the meter is found to be in error by more than three percent (3%), no meter testing fee will be charged to the Consumer.

332. UNAUTHORIZED CONNECTIONS/ALTERATIONS

No person, except an employee acting on behalf of the Cooperative, shall alter, remove or make any connections to the Cooperative's meter or service equipment.

333. METER SEALS

No meter seal may be broken or removed by anyone other than an employee acting on behalf of the Cooperative. However, the Cooperative may give its prior consent to break the seal by an approved electrician employed by a Consumer when deemed necessary to the Cooperative.

334. METER TAMPERING AND THEFT OF POWER

In cases of tampering with meter installations, interfering with the proper working thereof, or any other theft of service by anyone, or evidence of any such tampering, interfering, theft, or service diversion, including the falsification of Consumer read meter readings; that service shall be liable to immediate discontinuance of service.

335. TAMPERING AND THEFT CHARGES

The Cooperative shall be entitled to collect from the Member/Consumer whose name the service is in, the appropriate rate for all power and energy not recorded on the meter as the result of such tampering, or other theft of service, and also any additional security deposits as well as all expenses incurred by the Cooperative for property damages, investigation of the illegal act, and all legal expenses and court costs if necessary. Arizona law allows Trico to collect triple damages from power thieves.

336. RESERVED FOR FUTURE ADDITIONS

337. INSUFFICIENT FUND (NSF) CHECKS

The Cooperative shall be allowed to recover a fee, as approved by the Commission, for each instance where Consumer tenders payment for electric service with an insufficient funds check.

338. ALTERNATIVE METHOD OF PAYMENT

When the Cooperative is notified by the Consumer's bank that there are insufficient funds to cover the check tendered for electric service, the Cooperative may require the Consumer to make payment in cash, by money order, cashier's check, or other means which guarantee the Consumer's payment to the Cooperative.

339. CONSUMER'S OBLIGATION TO RENDER PAYMENT

A Consumer who tenders an insufficient funds check shall in no way be relieved of the obligation to render payment to the Cooperative under the original terms of the bill nor defer the Cooperative's provision for termination of service for nonpayment of bills. In the event a Consumer makes a partial payment, the Cooperative may accept the partial payment and apply it on the Consumer's account. However, the Consumer shall remain liable to the Cooperative for the unpaid portion of the account and for the purpose of these Rules, only full payment shall be deemed to constitute payment.

340. NSF CHECK LIMITATION

No personal checks will be accepted if two (2) NSF checks have been received by the Cooperative within a twelve month period in payment of any billing.

341. NSF CHECK AND TERMINATION OF SERVICE

Electric service will be subject to disconnect following the procedure as set forth in Section 362 for NSF checks that have not been made good.

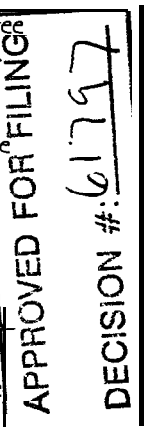
342. LEVELIZED BILLING PLAN

The Cooperative may, at its option, offer its residential Consumers a levelized billing plan.

343. LEVELIZED BILLING PLAN REQUIREMENTS

If the Cooperative offers a levelized billing plan, the consumer shall develop upon Cooperative request an estimate of the Consumer's levelized billing for a twelve-month period based upon:

- Consumer's actual consumption history, which may be adjusted for increased past usage and abnormal conditions such as weather variation.
- For new Consumers, the Cooperative will estimate consumption based on the Consumer's anticipated load requirements.
- The Cooperative's tariff schedules approved by the Commission applicable to that Consumer's class of service.



344. LEVELIZED BILLING PLAN INFORMATION TO CONSUMER

The Cooperative shall provide the Consumer a concise explanation of how the levelized billing estimate was developed, the impact of levelized billing on a Consumer's monthly electric bill, and the Cooperative's right to adjust the Consumer's billing for any variation between the Cooperative's estimated billing and actual billing.

345. MINIMUM INFORMATION ON MONTHLY LEVELIZED BILL

For those Consumers being billed under a levelized billing plan, the Cooperative shall show at a minimum, the following information on the Consumer's monthly bill:

- A. Actual consumption
- B. Amount due for actual consumption
- C. Levelized billing amount due
- D. Accumulated variation in actual versus levelized billing amount

346. ADJUSTMENTS TO LEVELIZED BILLS

The Cooperative may adjust the Consumer's levelized billing in the event the Cooperative's estimate of the Consumer's usage and/or cost should vary significantly from the Consumer's actual usage and/or cost; such review to adjust the amount of the levelized billing may be initiated by the Cooperative or upon Consumer request.

347. DEFERRED PAYMENT PLAN

The Cooperative may, prior to termination, offer to qualifying residential Consumers a deferred payment plan for the Cooperative to retire unpaid bills for electric service.

348. DEFERRED PAYMENT PLAN AGREEMENT TERMS

Each deferred payment agreement entered into by the Cooperative and the Consumer due to the Consumer's inability to pay an outstanding bill in full shall provide that service will not be discontinued if:

- A. Consumer agrees to pay a reasonable amount of the outstanding bill at the time the parties enter into the deferred payment agreement.
- B. Consumer agrees to pay all future bills for utility service in accordance with the billing and collection tariffs of the Cooperative.

- C. Consumer agrees to pay a reasonable portion of the remaining outstanding balance in installments over a period not to exceed six (6) months.

349. DETERMINING INSTALLMENT PAYMENT SCHEDULE

For the purposes of determining a reasonable installment payment schedule under these Rules, the Cooperative and the Consumer shall give consideration to the following conditions:

- A. Size of the delinquent account
- B. Consumer's ability to pay
- C. Consumer's payment history
- D. Length of time that the debt has been outstanding
- E. Circumstances which resulted in the debt being outstanding
- F. Any other relevant factors related to the circumstances of the Consumer

350. ESTABLISHMENT OF AGREEMENT/TERMINATION DATES

Any Consumer who desires to enter into a deferred payment agreement shall execute such agreement prior to the Cooperative's scheduled termination date for nonpayment of bills; Consumer failure to execute a deferred payment agreement prior to the scheduled termination date shall not prevent the utility from discontinuing service for nonpayment.

351. REQUIREMENTS OF DEFERRED PAYMENT AGREEMENT

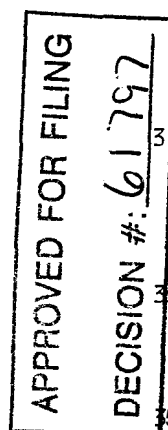
Deferred payment agreements must be in writing and must be signed by the Consumer and an authorized Cooperative representative.

352. DEFERRED PAYMENT AGREEMENT AND FINANCING

A deferred payment agreement may include a finance charge as approved by the Commission in a tariff proceeding.

353. DEFERRED PAYMENT AGREEMENT DEFAULT

If a Consumer has not fulfilled the terms of a deferred payment agreement, the Cooperative shall have the right to disconnect service pursuant to the Cooperative's termination of service rules and, under such circumstances, it shall not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.



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354. RESERVED FOR FUTURE ADDITIONS

355. CHANGE OF OCCUPANCY

Not less than three (3) working days advance notice must be given in person, in writing, or by telephone at the Cooperative's office to discontinue service or to change occupancy.

356. OUTGOING PARTY RESPONSIBILITY

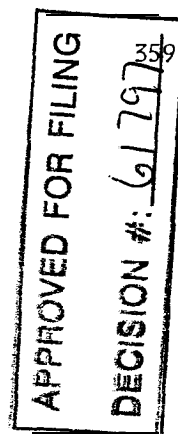
The outgoing party shall be responsible for all electric service provided and/or consumed up to the scheduled turn-off date.

357. RESERVED FOR FUTURE ADDITIONS

358. NON-PERMISSIBLE REASONS TO TERMINATE ELECTRIC SERVICE

The Cooperative will not disconnect service for any of the reasons stated below:

- A. Delinquency in payment for services rendered to prior Consumer at the premises where service is being provided, except in the instance where the prior Consumer continues to reside on the premises.
- B. Failure of the Consumer to pay for services or equipment which are not regulated by the Commission.
- C. Nonpayment of a bill related to another class of service.
- D. Failure to pay for a bill to correct a previous underbilling due to an inaccurate meter or meter failure if the Consumer agrees to pay over a reasonable period of time.
- E. The Cooperative will not terminate residential service where the Consumer has an inability to pay and:
 - i. The Consumer can establish through medical documentation that, in the opinion of a licensed medical physician, termination would be especially dangerous to the Consumer's or a permanent resident residing on the Consumer's premises health, or
 - ii. Life supporting equipment used in the home that is dependent on electric service for operation of such apparatus, or
 - iii. Where weather will be especially dangerous to health as defined herein or as determined by the Commission.



- F. Residential service to ill, elderly, or handicapped persons who have an inability to pay will not be terminated until all of the following have been attempted:

- i. The Consumer has been informed of the availability of funds from various government and social assistance agencies of which the Cooperative is aware.
- ii. A third party previously designated by the Consumer has been notified and has not made arrangements to pay the outstanding electric bill.

- G. A Consumer utilizing the provisions of E or F above may be required to enter into a deferred payment agreement with the Cooperative within ten (10) days after the scheduled termination date.

- H. Disputed bills where the Consumer has complied with the Commission's rules on Consumer bill disputes.

TERMINATION OF SERVICE WITHOUT NOTICE

Electrical service may be disconnected without advance written notice under the following conditions:

- A. The existence of an obvious and imminent hazard to the safety or health of the Consumer or the general population or the Cooperative's personnel or facilities.
- B. The Cooperative has evidence of meter tampering, theft of service, or damage and loss to the Cooperative's property pertaining to the service to the Consumer.
- C. Failure of a Consumer to comply with the curtailment procedures.
- D. An emergency requiring immediate discontinuance of service.

360. RESTORATION OF SERVICE

The Cooperative shall not be required to restore service until the conditions which resulted in the termination have been corrected to the satisfaction of the Cooperative.

361. SERVICE TERMINATION WITHOUT NOTICE RECORD KEEPING

The Cooperative shall maintain a record of all terminations of service without notice. This record shall be maintained for a minimum of one (1) year and shall be available for inspection by the Commission.

362. TERMINATION OF SERVICE WITH NOTICE

The Cooperative may disconnect service to any customer for any reason stated below, as per the notice requirements set forth in these Rules and Regulations.

- A. Consumer violation of any of the Cooperative tariffs.
- B. Failure of the consumer to pay a delinquent bill for electric service.
- C. Failure to meet or maintain the Cooperative's deposit requirements.
- D. Failure of the Consumer to provide the Cooperative reasonable access to its equipment and property.
- E. Consumer breach of a written contract for service between the Cooperative and Consumer.
- F. When necessary for the Cooperative to comply with an order of any governmental agency having such jurisdiction.
- G. When a hazard exists which is not imminent, but in the opinion of the Cooperative, it may cause property damage.

363. SERVICE TERMINATION WITH NOTICE RECORD KEEPING

The Cooperative shall maintain a record of all terminations of service with notice. This record shall be maintained for one (1) year and be available for Commission inspection.

364. TERMINATION NOTICE

The Cooperative shall not terminate electric service to any of its Consumers without providing advance written notice to the Consumer of its intent to disconnect service, except under those conditions specified where advance written notice is not required.

365. WRITTEN NOTICE INFORMATION REQUIRED

Such advance written notice shall contain, at a minimum, the following information:

- A. The name of the person whose electric service is to be terminated and the address where service is being rendered
- B. An explanation of the violation thereof or the amount of the bill which the Consumer has failed to pay in accordance with the payment policy of the Cooperative, if applicable.
- C. The date on or after which service may be terminated.

D. A statement advising the Consumer to contact the Cooperative's office at 5100 W. Ina Rd. and/or telephone for information regarding any deferred payment or other procedures which the Cooperative may offer or work out some other mutually agreeable solution to avoid termination of the Consumer's electric service.

E. A statement advising the Consumer that the Cooperative's stated reason for the termination of service may be disputed by contacting the Cooperative at 5100 W. Ina Rd., Tucson, AZ, and/or telephone advising the Cooperative of the dispute and making arrangements to discuss the cause for termination with a responsible employee of the Cooperative in advance of the scheduled date of termination. The responsible employee shall be empowered to resolve the dispute and the Cooperative shall retain the option to terminate service after affording this opportunity for a meeting and concluding that the reason for termination is just and advising the Consumer of his right to file a complaint with the Commission.

366. THIRD PARTY NOTIFICATION

Where applicable, a copy of the termination notice will be simultaneously forwarded to designated third parties.

367. RESERVED FOR FUTURE ADDITIONS

368. TIMING OF TERMINATION WITH NOTICE

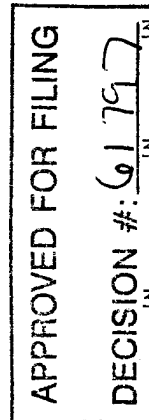
The Cooperative shall give at least five (5) days' advance written notice prior to the termination date.

369. DELIVERY OF NOTICE REQUIREMENT

Such notice shall be considered to be given to the Consumer when a copy thereof is left with the Consumer or posted first class in the United States mail, addressed to the Consumer's last known address.

370. SERVICE TERMINATION DATE

If after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with the Cooperative for the payment thereof in the case of a violation of the Cooperative's Rules the Consumer has not satisfied the Cooperative that such violation has ceased, the Cooperative may then terminate service on or after the day specified in the notice without giving further notice.



371. SERVICE TERMINATION BY COOPERATIVE PERSONNEL

Service may only be disconnected in conjunction with a personal visit to the premises by an authorized representative of the Cooperative.

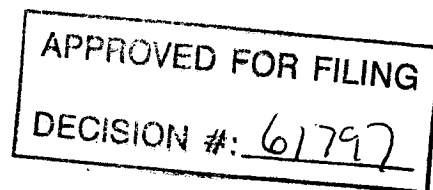
372. SERVICE TERMINATION BY COOPERATIVE AUTHORITY

The Cooperative shall have the right (but not the obligation) to remove any or all of its property installed on the Consumer's premises upon the termination of service.

373. LANDLORD/TENANT RULE

In situations where service is rendered at an address different from the mailing address of the bill or where the Cooperative knows that a landlord/tenant relationship exists and that the landlord is the Consumer of the Cooperative, and where the landlord as a Consumer would otherwise be subject to disconnection of service, the Cooperative will not disconnect service until the following actions have been taken:

- A. Where it is feasible to so provide service, the Cooperative, after providing notice as required in these Rules, shall offer the occupant the opportunity to subscribe for service in his or her own name. If the occupant then declines to so subscribe, the Cooperative may disconnect service pursuant to the Rules.
- B. The Cooperative will not attempt to recover from a tenant or condition service to a tenant with the payment of any outstanding bills or other charges due upon the outstanding account of the landlord.



PART 4. ADMINISTRATIVE AND HEARING REQUIREMENTS

401. INVESTIGATION OF CONSUMER SERVICE COMPLAINTS

The Cooperative shall make a full and prompt investigation of all service complaints made by its Consumers.

402. RESPONSE TIME ON COMPLAINTS

The Cooperative shall respond to the complainant within five (5) working days as to the status of the Cooperative's investigation of the complaint.

403. NOTIFICATION OF COMPLAINT INVESTIGATION FINDINGS

The Cooperative shall notify the complainant of the final disposition of each complaint. Upon request of the complainant, the Cooperative shall report the findings of its investigation in writing.

404. RIGHT OF APPEAL

The Cooperative shall inform the Consumer of his right of appeal to the Commission.

405. RECORDING REQUIREMENTS OF COMPLAINTS

The Cooperative shall keep a record of all written service complaints received which shall contain, at a minimum, the following data:

- A. Name and address of complainant
- B. Date and nature of complaint
- C. Disposition of the complaint
- D. A copy of any correspondence between the Cooperative, the Consumer, and/or the Commission.

This record shall be maintained for a minimum period of one (1) year and shall be available for inspection by the Commission.

406. RESERVED FOR FUTURE ADDITIONS

407. CONSUMER BILL DISPUTES

Any Cooperative Consumer who disputes a portion of a bill rendered for Cooperative service shall pay the undisputed portion of the bill and notify the Cooperative's designated representative that such unpaid amount is in dispute prior to the delinquent date of the bill.

408. COOPERATIVE'S RESPONSIBILITIES ON BILL DISPUTES

Upon receipt of the Consumer notice of dispute, the Cooperative shall:

- A. Notify the Consumer within five (5) working days of the receipt of a written dispute notice.
- B. Initiate a prompt investigation as to the source of the dispute.
- C. Withhold disconnection of service until the investigation is completed and the Consumer is informed of the results. Upon request of the Consumer the Cooperative shall report the results of the investigation in writing.
- D. Inform the Consumer of his right of appeal to the Commission.

409. CONSUMER'S RESPONSIBILITY UPON INVESTIGATION COMPLETION

Once the Consumer has received the results of the Cooperative's investigation the Consumer shall submit payment within five (5) working days to the Cooperative for any disputed amounts owed to the Cooperative. Failure to make payment shall be grounds for termination of service as outlined in Section 362-B.

410. RESOLUTION OF SERVICE AND/OR BILL DISPUTES BY THE ARIZONA CORPORATION COMMISSION (SUBJECT TO ACC ESTABLISHED PROCEDURE)

- A. In the event a Consumer and the Cooperative cannot resolve a service and/or bill dispute, the Consumer may file a written statement of dissatisfaction with the Commission; by submitting such notice to the Commission, the Consumer shall be deemed to have filed an informal complaint against the Cooperative.
- B. The Cooperative may implement normal termination procedures if the Consumer fails to pay all bills rendered during the resolution of the dispute by the Commission.
- C. The Cooperative shall maintain a record of written statements of dissatisfaction and their resolution for a minimum of one (1) year and make such records available for Commission inspection.

ORIGINAL

APPROVED FOR FILING

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